AGREEMENT

Belma Borser of

BOROUGH OF BELMAR

MONMOUTH COUNTY, NEW JERSEY

And

THE BOROUGH OF BELMAR POLICEMEN'S BENEVOLENT

ASSOCIATION OF LOCAL NO. 50

1985-1987

X January 1 1985 - December 31 1917

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PREAMBLE

the BOROUGH OF BELMAR, In the County of Monmouth, a

Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Borough"), and BOROUGH OF BELMAR

POLICEMEN'S BENEVOLENT ASSOCIATION OF LOCAL NO. 50,

(hereinafter referred to as the "P.B.A."), represents the complete and final understanding on all bargainable issues between the Borough and the P.B.A. and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are covered by Article I, Recognition, in order that more efficient and progressive public service may be randered.

ARTICLE I

RECOGNITION

- A. The Borough recognizes the Borough of Belmar's Policemen's Benevolent Association of Local No. 50 as the representative for the purposes of collective negotiations of all Patrolmen, Detectives, Sergeants, Lieutenants, and Captains employed by the Police Department but excluding the Chief, Special Police, Managerial Executives, Confidential Employees and all other Supervisory Employees within the meaning of the New Jersey Public Employer-Employee Relations Act and all other employees of the Borough of Belmar.
- B. The titles of Patrolman, Detective, Sergeant,
 Lieutenant and Captain shall be defined to include the
 plural as well as the singular, shall include males and
 females and are synonymous with the word employees.

ARTICLE II

MANAGEMENT RIGHTS

- A. Except as specifically limited by this Agreement, the Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:
- 1. To the executive management and administrative control of the Borough Government and its properties and facilities, and the activities of its employees;
- 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees;
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in

connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough or the P.B.A. of its rights, responsibilities and authority under R.S. 40 and R.S. 11, R.S. 40A or R.S. 34, or any other national, state, county or local laws or ordinances.

ARTICLE III NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the P.B.A. against an employee on account of race, color, creed, sex or national origin.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the P.B.A. or because of any lawful activities by such employees on behalf of the P.B.A. The P.B.A., its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the P.B.A.

ARTICLE IV

GRIEVANCE PROCEDURE

A. PURPOSE

- 1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
- 2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and may be raised by an individual, the P.B.A. on behalf of an individual or individuals, or the Borough.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee or the P.B.A. on behalf of an aggrieved employee or employees or the Borough shall

institute action under the provisions hereof within ten

(10) calendar days of the occurrence of the grievance, and
an earnest effort shall be made to settle the differences
between the aggrieved employee and hds immediate supervisor,
for the purpose of resolving the matter informally. Failure
to act within said ten (10) calendar days shall be deemed
to constitute an abandonment of the grievance. The Association
will be notified of any grievance filed by an individual
employee:

Step Two:

- (a) In the event a satisfactory settlement has not been reached, the employee or the P.B.A. shall, in writing and signed, file his grievance with the Chief of Police within four (4) days following the determination at Step One.
- (b) The Chief of Police shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(a) In the event the grievance has not been satisfactorily resolved by Step Two, then within five (5) calendar days following the determination, the matter may be referred to the Board of Commissioners as a whole, who shall review the matter and make a determination within ten (10) calendar days from the receipt of the grievance.

The time limit for filing; a Step Three grievance may be extended by a mutual written agreement between the

Commissioner in charge of the Department of Public Safety, or in his absence, by another Commissioner, and by the President or other authorized officer of the Association. Said extension shall not be longer than seven (7) days.

Step Four - Binding Arbitration

- 1. If the Borough or the Association so desire, they may, within fifteen (15) days following the determination of the Board of Commissioners, file for binding arbitration with the American Arbitration Association and shall follow the rules and regulations of said A.A.A. and the provisions of N.J.S.A. 2A:24-1 et seg.
- 2. Failure to file with A.A.A. within such time shall be a bar to such arbitration.
- 3. In the event the Association elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the Association shall pay whatever costs may have been incurred in processing the case to arbitration.
- 4. The Borough reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association concerning the activities of the Association or any of the members thereof. The said Executive Board of the Association shall conduct a conference with the representatives of the Borough within ten (10) days of filing of the grievance, and said conference representatives shall render a joint written determination within fifteen (15) days of the conference.

If the grievance remains unresolved, the matter may be referred to binding arbitration in accordance with the procedures of Step 4 of this Article.

5. Failure to respond at any step to the procedure above outlined by the Borough or its agents shall be deemed a negative response in either Step 1, 2 and 3 and upon the termination of the applicable time limits, the grievant may proceed to the next step. The same shall be true where the Borough grieves an action of the Association or any of its members. Written notice shall be given by either party in the above instances.

ARTICLE V

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Borough is of paramount importance to the citizens of the Borough of Belmar, in the County of Monmouth and State of New Jersey, and that there should be no interference caused by the Association or its members with such operation.
- B. The P.B.A. covenants and agrees that during the term of this Agreement neither the P.B.A. nor any person acting in its behalf will cause, authorize, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a Policeman from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said Policeman's duties of employment), work stoppage, slow-down, walk-out or other job action. The P.B.A. agrees that such action would constitute a material breach of this Agreement.
- c. The P.B.A. agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of

employees of the Borough, and that the P.B.A. will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the P.B.A.'s order. Nothing herein shall be construed to restrict the employees' rights under the First Amendment of the United States Constitution.

- D. In the event of a strike, slowdown, walk-out, or job action, it is covenanted and agreed that participation in any such activity by any P.B.A. member or any member represented by the P.B.A. shall entitle the Borough to deem such activity as grounds for appropriate action, subject, however, to the application of procedures set forth by law.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the P.B.A. or its members.

ARTICLE VI

(a) SICK LEAVE

A. DEFINITION

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care of attendance of such employee, or absence caused by death in the immediate family of such employee. (Effective January 1, 1984, see Section F).

B. SERVICE CREDIT FOR SICK LEAVE

All permanent employees, or full-time provisional employees, shall be entitled to sick leave with pay based on their aggregate years of service.

C. AMOUNT OF SICK LEAVE

Sick leave with pay shall accrue to any full-time employee appointed after the effective date of this contract on the basis of:

- 1. The first year of service one working day of sick leave with pay for each month of service.
- 2. After completion of the first year of service -'
 15 days of sick leave with pay in every calendar year
 thereafter.
- 3. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

4. In computing the amount of pay for sick leave there shall be deducted from said amount the amount of money, if any, which said employee is paid in accordance with the laws of the State of New Jersey for temporary disability, for any period for which said employee is entitled to such leave with pay.

D. REPORTING OF ABSENCE ON SICK LEAVE

If an employee is absent for reasons that entitle him to sick leave, his Desk Officer shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

- 1. Failure to so notify his Desk Officer may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
- 2. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

- 1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.
- a. In the case of an illness of a chronic or recurring nature causing an employee's periodic or repeated absence from duty for one day or less, only one medical certificate shall be required for every 6-month period as a

sufficient proof of need of leave of absence of the employee; provided, however, the certificate must specify that the chronic or recurring nature of the illness is likely to cause subsequent absences from employment.

- b. An employee who has been absent on sick leave for periods totaling seven (7) non-verified days in any one (1) calendar year consisting of periods of less than three (3) days, may be required by the Chief of Police to submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.
- absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize his or the health of other employees, except for periodic required physical and mental examinations. Only in such cases will the Borough be required to pay for physician's expenses or fees.
- 3. A doctor's certificate shall be required as verification of the illness of a member of the employee's immediate family seriously ill requiring attendance of such employee:

- a. Immediate family for the purposes of the use of sick leave shall mean only those relatives who reside in the employee's household.
- b. Pregnancy of spouse of childbirth shall not be included as a person seriously ill, unless there are medical complications proved by a doctor's certificate.

F. BEREAVEMENT LEAVE

- 1. Employees shall be granted up to three (3) days of leave without loss of pay in the event of a death in the employee's immediate family. For purposes of this section, immediate family shall include spouse, child, brother, sister, father, mother, grandmother, grandfather, father-in-law, mother-in-law, son-in-law and dauther-in-law. Such leave shall be limited to the three (3) days immediately following the death.
- 2. Employees shall be granted leave without loss of pay for one (1) day on the day of the funeral in the event of the employee's grandchild, aunt, uncle, nephew, niece, brother-in-law, sister-in-law or cousin of the first degree.
- 3. In case of death as enumerated in subsections 1 and 2 of Section F above, under the requirements of this Article any reasonable proof required by said employee's department head shall be sufficient.
- 4. Exceptions to the rule set forth by Section F may be made at the direction of the Chief where the deceased is buried in another city and the employee would be unable to return in time for duty with the leave granted.

G. Employees will be notified by April 15 of the amount of their accumulated sick leave credits, including partial reimbursement credits pursuant to Article VI(b), at the end of the preceding calendar year.

ARTICLE VI

(b) PARTIAL REIMBURSEMENT FOR UNUSED SICK LEAVE

- A. As of December 31, 1977 total credits for unused sick leave shall be computed for each employee as follows:
- 1. Total number of sick days not used by employee from beginning of employment multiplied by the average daily earnings rate for the period beginning January 1, 1968 (or the actual day of permanent employment, if after January 1, 1968) and ending December 31, 1977.
- shall be determined by subtracting the actual number of sick days used from the beginning of employment to December 31, 1977 from the total number of sick days which an employee has earned for the same period. Days earned shall be computed at one day for each calendar month in the first year of employment and 15 days per year for each subsequent year.
- (b) The daily earnings rate in each year shall be determined by dividing the total base pay as reported each calendar year to the respective pension systems by 260. Total pay reported to the pension systems includes base pay plus longevity and educational increments which are paid biweekly in the same manner as base pay.

- (c) The average daily rate from January 1, 1968 (or the actual day of permanent employment if after January 1, 1968) and ending December 31, 1977 shall be determined by totaling the daily rates calculated for each year by paragraph A-1-b preceding and dividing the number of years from January 1, 1968 (or from the actual date of employment) to December 31, 1977.
- B. For each calendar year subsequent to December 31, 1977:
- 1. The difference between the number of sick days used and the fifteen allowable sick days shall be added or subtracted from the total number of sick days as determined by subsection A-1-a preceding.
- 2. The daily earnings rate for such year, as determined as provided by subsection A-1-b preceding shall be added to the total of the wage rates for the prior year and the actual date of employment) to December 31st of the year in order to establish a new average daily earnings rate.
- 3. If the number of sick days used in such calendar year exceeds fifteen the difference shall be multiplied by the average earnings rate computed as of December 31st of the prior year and then deducted from the total credit for unused sick leave as determined by Section A-1.
- 4. If the number of sick days used in such calendar year is less than 15 the difference shall be multiplied by the earnings rate of the current year and added to the total credit for unused sick leave.

- 5. For each subsequent year the beginning total credits shall be the total as of December 31st of the previous year as determined by subsequent B-3 or preceding.
- C. At the time of retirement or death of employee, the partial reimbursement for unused sick leave shall be the lesser of the following applicable subsections:
- 1. If retired in 1978, 10% of total credits from unused sick leave;

If retired in 1979, 20% of total credits from unused sick leave;

If retired in 1980, 30% of total credits from unused sick leave;

If retired in 1981, 40% of total credits from unused sick leave;

If retired in 1982 and thereafter 50% of total credits from unused sick leave.

2. Multiply the number of days of sick leave not used by the actual earnings of the year of retirement.

If retired in 1978, 10% of results computed above.

If retired in 1979, 20% of results computed above.

If retired in 1980, 30% of results computed above.

If retired in 1981, 40% of results computed above.

D. The present Police employees of the Borough of Belmar, as of the end of the year of 1977, have the following number of accumulated sick days, average daily rate and total credits as of the 31st day of December, 1977:

	NUMBER OF ACCUMULATED		AVERAGE DAILY	TOTAL
NAME	SICK DAYS		RATE	CREDITS
: :				
Allen, F.	45-1/2		39.09	\$ 1,778.60
Allen, H.	86-1/2		4.164	3,601.86
Brand, P.	216		42.57	9,199.44
Burger, K.	, 171	100	44.44	7,599.24
Burger, P.R.	321		44.36	14,239.56
Byrne, W.	306		49.04	15,006.24
Cobb, J.	167		41.37	6,908.7 9
Dalton, J.	138-1/2		40.81	5,652.19
Dempsey, J.	106-1/2	. :	42.70	4,547.55
Donate, A.	173–1/2		41.64	7,224.54
Giresi, G.	108-1/2		39.92	4,331.32
Lynch, R.	111	·	41.20	4,573.20
Madison, F.	126-1/2		40.21	5,086.57
Manutti, J.	321-1/2		46.91	15,081.57
Moynihan, D.	187-1/2		44.48	8,341.88
Mecklen, R.	64-1/2	•	40.17	2,590.97
Ryan, D.	98	•	41.49	4,066.02
Thompson, H.	193-1/2		48.18	9,380.88
Winters, G.	74	1 .	40.96	3,031.04
Massey, Jr.			46.89	

- E. I. The retiring employee shall notify, in writing, the Borough Clerk of his intention to retire no later than the 31st day of December of the year preceding his contemplated retirement so that the Borough may arrange for said payments to be included in the budget for the year of contemplated retirement.
- 2. Failure to file said notice as indicated may cause said payment to be deferred by the Borough to the following year:

- Retirement shall be such as is defined in the statutes of the State of New Jersey and the case law interpreting the same.
- Any earned partial reimbursement for unused sick leave shall be paid to the deceased officer's estate in accordance with the formula previously set out in the within section.
- The partial reimbursement for unused sick leave payment provisions of the within contract shall not be the subject of any future negotiated agreement of the Borough of Belmar with its police employees, unless mutually agreed to in subsequent negotiations by both parties.
- The parties agree to reopen negotiations during 1987 concerning reimbursement for unused sick leave as provided in this Article.

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ARTICLE VII

HOLIDAYS

A. All employees covered by this Agreement shall receive a full day's pay or compensatory time off (at the option of the employee) for each of the following twelve (12) holidays during the calendar year starting January 1, 1981. Said holidays are listed as follows:

January 1
February 12
Third Monday in February
Good Friday
Last Monday in May
July 4
First Monday in September
Second Monday in October
First Tuesday after First Monday in November
November 11
Fourth Thursday in November
December 25

B. Employees of the Police Department shall receive a full day's pay for any special holiday designated by the Commissioners of Belmar for all other municipal employees.

ARTICLE VIII

VACATIONS

- A. Effective January, 1985, employees shall earn annual leave for vacation purposes on a calendar year basis with pay in accordance with the following schedule:
- Up to one (1) year of service one (1)
 working day vacation for each month of service.
- 2. After one (1) year of service and up to seven (7) years of service 12 working days of vacation.
- After eight (8) years of service and up to
 twelve (12) years of service 15 working days of vacation.
- After thirteen (13) years of service and up to seventeen (17) years of service - 20 working days of vacation.
- 5. After eighteen (18) years of service and up to twenty-two (22) years of service 25 working days of vacation.
- 6. After twenty-three (23) years of service and up to twenty-seven (27) years of service 30 working days of vacation.
- 7. In the final year of service all employees 1/12 of annual vacation for each month of service in final year.
- B. Department heads shall be charged with setting up a mandatory vacation schedule to be submitted to the Director for written approval. Individual changes in said schedule will not be granted without the written approval of the department

head and the Director.

- C. Earned vacations may not be accumulated into subsequent calendar years without the approval of the department head and the Director.
- D. An employee who has returned from extended military leave or other extended leave of absence without pay, or has been reemployed or reinstated shall be considered a new employee for the purpose of determining vacation eligibility.
- E. Vacation leave shall not be taken in less than one day periods unless permission is granted prior thereto by the department head or the Director.
- F. In order not to hamper proper and efficient police operations, the parties agree that the scheduling of vacations must be left to the employer, but the following conditions will be observed in such scheduling:
- 1. Seniority, being defined as an employee's continuous uninterrupted length of service since his last date of hire, shall govern the selection of vacations. Only one officer shall be permitted to be on vacation in July and only one officer shall be permitted to be on vacation in August. The selection of vacations in both July and August shall be based upon seniority with the most senior officers having the initial choice. Upon being afforded the option to take a July or August vacation, and either taking or declining same, those senior officers shall be placed below

all junior officers for the next selection of July or August vacation.

- 2. Employees shall have the option of splitting their vacation period with another agreeable employee with the authorization of the Chief of Police.
- G. Any employee not using any sick leave time shall receive two additional vacation days in the next calendar year. These additional vacation days shall be used in the year credited and shall not be cumulative.

ARTICLE IX

CLOTHING ALLOWANCE

- A. Effective January 1, 1985, each active employee covered by this Agreement shall receive an annual clothing allowance of One Hundred Fifty (\$150.00) Dollars and an annual clothing maintenance allowance of Three Hundred Thirty (\$330.00) Dollars; effective January 1, 1986, the clothing maintenance allowance shall be increased to Four Hundred Ten (\$410.00) Dollars; effective January 1, 1987, the clothing maintenance allowance shall be increased to Four Hundred Ninety (\$490.00) Dollars. The payment for clothing will be made to the extent the employee submits proof establishing amounts spent for the purchase of new clothing. No payment will be made until such proof is furnished and the amount of payment is limited to that amount spent by the employee. Proof of expenditure shall not be required for the clothing maintenance allowance.
- B. The Borough will reimburse any employee, exclusive of the clothing allowance, for clothing and equipment damaged in the line of duty without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.

ARTICLE X

LEGAL DEFENSE

A. In accordance with N.J.S.A. 40A:14-155, whenever a member or officer of the Police Department is a Defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

ARTICLE XI

LONGEVITY

- A. Longevity pay is the percentage of the current annual base salary shall be paid to each permanent, full-time employee on the following basis:
- 1. All permanent, full-time employees shall receive longevity pay effective as of the first day as of the first full month of service after permanent appointment as follows: on completion of five (5) years of service -- 2% of base pay not including overtime. On completion of ten (10) years of service -- 4% of base pay not including overtime. On completion of fifteen (15) years of service -- 6% of base pay not including overtime. On completion of twenty (20) years of service -- 8% of base pay not including overtime. On completion of twenty-five (25) years of service -- 10% of base pay not including overtime.
- 2. Date of permanent appointment shall mean the effective date of regular appointment approved by the Department of Civil Service of the State of New Jersey. Where no list has been established by the State Civil Service Department and a provisional appointment is made, the date of regular appointment shall be considered the date of provisional appointment when the provisional appointment is later approved as a regular appointment by the State Civil Service Department.

Years of service need not be continuous. Net time in a permanent, full-time appointment shall be used to arrive at the number of years of service.

ARTICLE XII

OVERTIME

- A. Overtime shall be defined as time worked in excess of eight (8) hours in a calendar day or one hundred twenty (120) hours in a three-week work cycle, including Summer Task Force duty assignments; except that time worked in excess of eight (8) hours in a calendar day shall not be considered overtime if it occurs on the first day of a regular shift change scheduled in accordance with Article XXIV.

 In addition, time worked in excess of forty (40) hours in a Monday through Sunday work week shall be treated as overtime.
- B. Overtime shall be compensated at a time and a half rate. The employee shall have the option of being compensated in cash or compensatory tiem. If the compensatory time option is elected, the employee shall be credited with one and one-half hours of compensatory time each hour of overtime worked.
- C. Each employee shall be allowed to accumulate a maximum of eighty (80) hours of compensatory time off. Said compensatory time off may be carried over from year to year, provided the total hours accumulated at any time equals no more than eighty (80) hours. However, no more than forty (40) hours of such compensatory time off may be added to any vacation period. When compensatory time is used it shall be deducted from the accumulation on an hour per hour straight-time basis.
- D. Any regular member of the Department called in on off-duty hours will be guaranteed a minimum of two (2)

hours of pay, provided call-in duty is not continuous with said employee's regularly scheduled tour of duty.

- E. Overtime time shall be assigned in accordance with the following procedures:
- l. Management may assign overtime in order to replace an absent officer or whenever the needs of the Department require.
- 2. Overtime shall be assigned on a voluntary seniority rotation basis provided, however, that management may make involuntary overtime assignments if there are an insufficient number of volunteers.
- members of the Department when the assignment is made to fill a vacant regular police post. For purposes of this section, a regular police post is one to which a regular police officer has been assigned by the existing work schedule but shall not include any subposts, detective posts or motorcycle posts. A vacant post is defined as one where an officer has been taken off because of the use of sick leave, accumulated compensatory time, or the use of a vacation day which is used other than during the officer's vacation time.
- F. During the period from Memorial Day to Labor Day in any calendar year an employee may exchange days or hours of duty tours with any other qualified employee of the Police Department. Written requests for approval of such exchanges must be made to the Chief of Police, who shall

use reasonable discretion in granting or denying the request in accordance with the needs of the Department.

G. During the period from Memorial Day to Labor Day in any calendar year the Chief of Police, at his discretion and upon written application to him, may permit any regular patrolman or superior officer to have a compensatory time off day provided said applicant shall make available another qualified employee of the Department as his replacement. At least one superior officer shall always be available for every shift.

ARTICLE XIII

BULLETIN BOARDS.

- A. A bulletin board shall be made available by the Borough for the use of the PBA for the purpose of posting PBA announcements and other information not of an inflamatory or derrogatory nature. The Borough may have removed from the bulletin board any material which does not conform with the intent of the above provision of this Article.
- B. No Borough job vacancies shall be posted on said bulletin boards except with written permission of the Borough.

ARTICLE XIV

PROBATIONARY EMPLOYEES

- A. Upon temporary appointment of a regular officer, the Borough Clerk of Belmar shall withhold in escrow the estimated pension of said employee until his permanent appointment, at which time said money will be applied to said employee's pension.
- B. Written notice shall be sent to the employee with respect to the status of the escrow account semi-annually.

ARTICLE XV

SALARIES

A. Salaries shall be as set forth in Schedule A attached hereto and made a part hereof.

ARTICLE XVI

EDUCATIONAL COMPENSATION AND INCENTIVE PAY

A. Educational Compensation

- 1. An annual amount of \$640.00 shall be granted to any member of the Police Department who has achieved an Associates Degree or is entering his junior year at an accredited college or university, with his prime studies up to the time of entry for securing of an Associates Degree, having been in the field of criminal justice or police science or police administration.
- 2. To be eligible for this educational dollar amount, a member must have completed three (3) years in the Belmar Police Department as of January 1 of the year in which the dollar amount is to be given, and must have fulfilled the requirements stated above by February 1 of the year in which said dollar amount is awarded.
- 3. The dollar amount shall be added to the base pay and shall be paid in the same manner.
- 4. The Borough shall not pay tuition for college courses.

B. Incentive Pay

In order to encourage employees to develop specialized skills of value to the Department beyond the skills required of every police officer, a skill incentive pay program is established as follows:

1. Employees may qualify for skill incentives in the following areas, with a maximum number permitted to qualify for any area as indicated:

Skill Area		: ;	Maximum Number	of Qualifiers
Physical Fitness	:		20	
Shooting Proficiency	;		20	
Breathalyzer		- 1	6	
Photography		, ;	6	
Instructor Certification		:	.4	
Tactical Unit	$\dot{\cdot}$:	4	
Scuba Unit	•		. 4	
Traffic Safety/Safety Patrol	:		4	
Crime Prevention/Explorers		1 .	. 2	

- Criteria for qualification in each skill area shall be developed in negotiations between the parties and shall be made part of this Agreement as Appendix B;
- 3. Each employee may elect to qualify in up to three (3) areas; provided, however, that any employee qualifying in three (3) areas must include physical fitness as one of the three.
- 4. Qualification shall be on a first come-first serve basis in those areas for which a maximum number of qualifiers has been set; provided, however, that if more than one employee seeks approval as qualified in the same skill area at the same time, seniority shall prevail.
- 5. Incentive payments shall be made in a single annual lump sum not later than November 15. The incentive payments will not be treated as part of the base pay.

6. Police Officers who, by reason of training and service to the Belmar First Aid Squad qualify for and maintain membership in the First Aid Squad, shall receive a service incentive of \$200.00 per year for each year of service in the First Aid Squad.

Qualification for this incentive will not be charged against the maximum of three incentives as provided in Section B3 of this Article.

7. Incentive payments shall be made at the rate of Two Hundred (\$200.00) Dollars per year for each skill area in which an employee is qualified for each year of this Agreement.

ARTICLE XVII

P.B.A. RESPONSIBILITIES

A. The P.B.A. shall be responsible for acquainting its members with the provisions of this Agreement.

ARTICLE XVIII

P.B.A. RIGHTS

- A. Subject to the manpower needs of the Department, officials delegates of the P.B.A. up to a maximum of two (2) will be granted leave with pay in accordance with the provisions of N.J.S.A. 11:2C-4 for the purposes set forth therein. The granting of such leave with pay shall not be unreasonably withheld.
- B. P.B.A. activities, in addition to the rights of representation set forth in the Grievance Procedure, may be conducted on Borough property provided such activities do not disrupt normal work operations and provided permission to engage in such activities has been granted in advance by the Borough. Such permission shall not be unreasonably withheld.
- C. The P.B.A. shall notify the Borough or its designees of the names of current P.B.A. officers responsible for processing grievances.
- D. The employer shall permit the mutually agreed upon number of members of the Association Negotiating Committee to attend collective bargaining sessions during the duty hours of said designated members. However, only two (2) members of such Committee shall be permitted to attend such sessions without loss of pay each for a period of three (3) meetings.

ARTICLE XIX

INSURANCE PROTECTION

- A. The Borough shall continue to provide and maintain all insurance coverage that is in force and in effect at the present time.
- B. The Borough will purchase the coverage provided by the State Public and School Employee Health Benefits Program which presently includes:
 - Blue Cross/Blue Shield 14/20 Series.
 - 2. "Extended Basic Outpatient Benefits" and "Extended Basic Benefits" commonly known as "Rider J" Benefits.
 - Major Medical Insurance.
- C. The Borough shall provide medical insurance coverage to bargain unit members who retire from the Police Department under the provisions of the Police and Fire Pension System after January 1, 1987 on the following terms:
- 1. Coverage shall be equivalent to that provided employees under Section B, above, but shall be obtained from a provider other than the New Jersey State Health Benefits Plan.
- 2. Such coverage shall be maintained by the Borough for retired employees until such employee reaches the age of sixty-five (65) or become eligible for Medicare, which ever occurs sooner. Thereafter, the Borough shall provide "Wrap-around" coverage, i.e. insurance to cover the difference between

medicare benefit levels and those provided the regular employees Ak provided in SE. B. Published

- 3. Employees who retire on disability pension and, as a consequence of that disability, do not accrue the 16 quarters of membership in the Social Security System to be eligible for Medicare benefits shall continue to be provided the full coverage set forth in subsection 1.
- 4. The Borough's obligation under this provision shall not be greater than the providing of coverage for the retired employee and his spouse. Full family coverage shall not be provided.
- D. The Borough shall provide employee with a family prescription insurance program with a Two (\$2.00) Dollar co-pay provision. The cost to the Borough shall be capped at the premium rates in effect in 1987.
- E. Employees shall continue to be permitted to enroll in the dental insurance program provided by International HealthCare Serivces, Inc., Group No. J1019 and to pay for the cost of such group dental insurance program through the payroll deduction plan. Coverage shall be the same as provided to other Borough employees. Premiums shall not exceed the rates charged for other Borough employees enrolled in the program.
- F. The Borough reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XX

COURT APPEARANCES

- A. Employees required to appear in local Court while off-duty shall be credited with a minimum of one (1) hour working time.
- B. Employees required to appear in County Court or Superior Court while off-duty shall be credited with a minimum of four (4) hours working time.
- C. Time credited pursuant to Sections A and B of this article shall be paid at a time and a half rate if it satisfies the definition of overtime set forth in Article XII, Section A.

ARTICLE XXI

DUES CHECK-OFF

- A. The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the P.B.A.

 Such deductions shall be made in compliance with Chapter 123,

 Public Laws of 1974, N.J.S.A. (R.S.): 52-14-15,9(e), as amended.

 Said monies, together with records of any corrections shall be transmitted to the P.B.A. by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Borough written notice prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. advising of such change and deduction.
- C. The P.B.A. will provide the necessary "Check-off Authorization" form and the P.B.A. will secure the signatures of its members on the form and deliver the signed forms to the Borough Clerk. The P.B.A. shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or

by reason of action taken by the Borough in reliance upon salary deduction authorization cards submitted by the P.B.A. to the Borough or in reliance upon the official notification on the letterhead of the P.B.A. and signed by the President and Secretary-Treasurer of the P.B.A. of such changed deduction.

ARTICLE XXII DEPARTMENTAL MEETINGS

- A. The Chief of Police may schedule up to two (2) departmental meetings per year which all employees are required to attend without compensation.
- B. Each meeting will be limited to one (1) hour and will be held at the beginning or end of a scheduled shift.

ARTICLE XXIII

AGENCY SHOP

- A. P.B.A. Local 50 of Belmar shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the police officers in the Police Department in the Borough of Belmar who are not members of P.B.A. Local \$50. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7 and 5.8.
- B. P.B.A. Local No. 50 of Belmar covenants that it has established and maintained a demand and return system which provides pro rata returns of dues as provided in N.J.S.A. 34:13A-5.5. This representation fee in lieu of dues by payroll deductions of non-P.B.A. members ("Agency Shop") will not be effective until P.B.A. Local No. 50 of Belmar has established a demand and return system, as provided in N.J.S.A. 34:13A-5.5 and will cease to be effective upon the elimination of the demand and return system.
- C. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any, action taken or not taken by the Employer in conformance with this provision. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision.

In such litigation, the Employer shall have no obligation to defend this provision.

ARTICLE XXIV

(a) NOTIFICATION OF SHIFT CHANGES

- A. Two weeks' notice shall be given prior to changes of shift assignments, except in cases of emergency.
- B. The above notice requirement shall not apply to temporary overtime assignments.

ARTICLE XXIV

(b) OUT OF RANK PAY

A. If an officer of lower rank is required to assume the responsibility of an officer of higher rank by operation of the regular shift schedules posted pursuant to Article XXIV(a) of the Agreement, as distinguished from emergency assignments, he shall be compensated at the higher rank rate of pay for any time serviced more than one (1) hour. The higher rate of pay shall be calculated as including longevity and such other increments as would be received on the basis of his own service. For purposes of this section, higher rank shall include Detectives, Sergeants, Lieutenants, Captains and Chief of Police.

ARTICLE XXV

SUMMER TASK FORCE DUTY

Assignment of overtime duty for summer task force work shall be on a voluntary basis but, in the event that there are insufficient volunteers, assignments shall be made involuntarily on a rotation basis. This provision shall expire December 31, 1984, provided, however, that such expiration shall be without prejudice to any managerial prerogative to assign overtime.

ARTICLE XXVI

PERSONAL DAYS

Effective January 1, 1982, each member of the bargaining unit shall be granted two personal days per year.

ARTICLE XXVII

VOLUNTARY RESIGNATIONS

- A. If an employee resigns from the Police Department prior to the completion of three (3) years of service, he shall reimburse the Borough of Belmar for the cost of training and equipment which was incurred by the Borough for this benefit while he was employed in accordance with the following schedule.
- Resignation prior to the completion on one
 year of service 75% of the cost to the Borough but
 not to exceed \$1,500.00 in cost to the resignee.
- 2. Resignation after completion of one (1) year of service but prior to the completion of two (2) years of service 50% of the cost to the Borough, but not to exceed \$1,000.00 in cost to the resignee.
- 3. Resignation after completion of two (2) years of service but prior to the completion of three (3) years of service 25% of the cost to the Borough but not to exceed \$500.00 in cost to the resignee.
- B. Nothing in this provision shall limit the right of employees to receive clothing and clothing maintenance benefits.
- C. The level of reimbursement required of early voluntary resignees is contingent upon the Borough of Belmar continuing to provide new hire with the same amount and quality of equipment as is current practice.

ARTICLE XXVIII FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. Neitherparty will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.
- C. Nothing contained herein shall be deemed to deny or restrict the employees of their rights pursuant to N.J.S.A. 34:13A-1 et seq.

ARTICLE XXIX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXX

TERM AND RENEWAL

This Agreement shall be effective as of January 1, 1985 and shall remain in full force and effect up to and including December 31, 1987. In the event a new Agreement has not been reached by the parties prior to the expiration of this Agreement, the Agreement shall continue in full force and effect until a subsequent Agreement is executed.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have set their hands and seals at Belmar, New Jersey, on this 25th day of JUNE . 1985.

THE BOROUGH OF BELMAR POLICEMEN'S BENEVOLENT ASSOCIATION OF LOCAL No. 50

BY: Negotiating Committee Of:

BOROUGH OF BELMAR MONMOUTH COUNTY NEW JERSEY

By:

Attest:

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	овинату т,	Jennery 1, 150 - June 30, 150	<u> </u>		Salary w	ith Longevit	v (See Sub-so	ection 2-12.]	֓֡֓֞֝֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֡֓֓֓֓֓֓֡֓֓֡
	Se.	Salary or Salary Range	ry Range	K	After 5	After 10	After 15	After 20	After 25
Classified - Title & Positions	1st step	2nd step	3rd step	4th step	Service	Service Service S	Service	Service Service Ser	13.5
Patrolman (each per annum) Patrolman entitled to Educational	20,127	21,334	22,541	23,748	24,223	24,698	25,173	. 25,648	26,123
increment (each per annum)				24,388	24,876	25,364	25,851	26,339	26,827
Police Sergeant (each per annum)				25,315	25,821	26,328	26,834	27,340	27,847
Increment (each per annum)				25,955	26,474	26,993	27,512	28,081	28,551
olice Lieutemant (each per annum)				26,883	27,421	27,958	28,496	20,034	29,571
Increment (each per annum)				27,523	28,073	28,624	29,174	29,725	30,275
Police Captain (each per annum)		·		28,450	29,019	29,588	30,157	30,726	· 31,295
Increment (each per annum)				29,090	29,672	30,254	30,835	31,417	31,999
Unclassified Members of Police Department Assigned to Detective Duty									
Patrolman (each per annum)				24,531	25,022	25,512	26,003	25,493	26,984
increment (each per annum)				25,171	25,674	26,178	26,681	27,185	27,688
Police Sergeant (each per annum)				26,099	26,621	27,143	27,665	28,187	28,709
Increment (each per annum)				26,739	27,274	27,809	28,343	28,878	29,413
Police Lieutenant (each per annum) Police Lieutenant entitled to Educational		-		27,666	29,219	28,773	29,326	29,879	30,433
Increment (each per annum)				28,306	28,872	29,438	30,004	30,570	31,137
Police Captain (each per annum) Police Captain entitled to Educational				29,234 29,874	29,819 30,471	30,403 31,069	30,988 31,666	31,573 32,264	32,157 32,861
increment (each per annum)									

July 1, 1985 - December 31, 1985

	JIII)	JULY 1, 1963 - December 31, 1963	emper 11, 1500		Salary w	ith Longevity	(See Sub-se	ction 2-12.1	5
	Sala	Salary or Salary Range	y Range		After 5	After 10	After 15	After 20	After 25
assified - Title & Positions	lst step	2nd step	3rd step	4th step	Service	Service Service S	Service Service Ser	Service	Service
trolman (each per annum) trolman entitled to Edwastional	20,127	21,690	23,253	24,817	25,313	25,810	26,306	26,802	27,299
crement (each per annum)				25,457	25,966	26,475	26,984	27,494	28,003
lice Sergeant (each per annum)	-			26,454	26,983	27,512	28,041	28,570	29,099
crement (each per annum)				27,094	27,636	28,178	28,720	29,262	29,803
lice Lieutenant (each per annum)				28,093	28,655	29,217	29,779	30,340	30,902
crement (each per annum)			-	28,733	29,308	29,882	30,457	31,032	31,606
lice Captain (each per annum)		.•		29,730	30,325	30,919	31,514	32,108	100° 120°
crement (each per ennum)	.•			30,370	30,977	31,585	32,192	32,800	33,407
<u>classified</u> mbers of Police Department signed to Detective Duty							· .		
strolman (each per armum)				25,635	26,148	26,660	27,713	27,686	28,199
crement (each per annum)				26,275	26,801	27,326	27,852	28,377	28,903
plice Sergeent (each per annum)		٠.		27,273	27,819	28,364	28,909	29,455	30,000
rement (each per annum)				27,913	28,471	29,030	29,588	30,146	30,704
plice Lieutenant (each per annum)				28,911	29,489	30,067	30,646	31,224	31,802
ncrement (each per ammin)		,		29,551	30,142	30,733	31,324	31,915	32,50 6
olice Captain (each per annum)				30,550	31,161	31,772	32 ,38 3	32,994	33,605
ncrement (each per annum)		-		31,190	31,814	32,438	33,061	33,685	34,309
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	Saj	Salary or Salary Range	ry Range	X	After 5	After 10	After 15	After 20	After 25
assified - Title & Positions	1st step	2nd step	3rd step	4th step	Service Service S	Service	Service Service Se	Service	rvi
crolman (each per annum)	20,127	22,352	24,577	26,802	27,338	27,874	28,410	. 28,946	29,482
crement (each per annum)				27,442	27,991	28,540	29,089	29,637	30,186
lice Sergeant (each per annum)				28,570	29,141	29,713	30,284	30,856	31,427
lice Sergeent entitled to Educational crement (each per annum)				29,210	29,794	30,378	30,963	31,547	क्र,131
lice Lieuterant (each per annum)				30,340	30,947	31,554	3,160	32,767	33,374
crement (each per annum)				30,980	31,600	32,219	32,839	33,458	34,078
lice Captain (each per armum)				30°108	32,750	33,392	34,034	34,677	35,319
crement (each per annum)				32,748	33,403	34,058	34,713	35,368	36,023
<u>classified</u> mbers of Police Department signed to Detective Duty							-		·
itrolman (each per amum)				27,685	28,239	28,792	29,346	29,900	30,454
crement (each per annum)				28,325	28,892	29,458	30,025	30,591	31,158
olice Sergeant (each per annum)				29,455	30,044	30,633	31,222	31,811	32,401
whice Sergeant entitled to Educational wrement (each per aroum)				30,095	30,697	31,299	31,901	32,503	3,105
plice Lieutenant (each per annum)				31,224	31,848	32,473	33,097	33.722	34,346
crement (each per annum)		,		31,864	32,501	33,139	33,776	34,413	35,050
olice Captain (each per annum)				¥,94	33,654	34,314	34,974	35,634	36,293
crement (each per annum)				33,634	34,307	34,979	35,652	36,325	36,997

	Jenn	January 1, 1987 - June 30, 1987	June 30, 1987		Salary w	ith Longevit	v (See Sub-se	ection 2-12,1	
:	Minimum Sal	Salary or Salary Range	ry Range	Meximum	After 5 Years of	After 5 After 10 A	After 15 Years of	After 15 After 20 After 25 Years of Years of	After 25 Years of
Classified - Title & Positions	Б	2nd step	3rd step	4th step	Service	Service	Service	Service	Service
Patrolman (each per annum)	20,127	22,754	25,381	28,008	28,568	29,128	29,688	. 30,249	30,809
Increment (each per annum)				28,648	29,221	29,794	30,367	30,940	31,513
Police Sergeant (each per annum)				29,856	30,453	31,050	31,647	32,244	32,842
Increment (each per annum)				30,496	31,106	31,716	32,326	32,936	33,546
Police Lieutemant (each per annum)				31,705	32,339	32,973	33,607	34,241	34,876
Increment (each per annum)				32,345	32,992	3,639	34,286	34,933	85,580
Police Captain (each per annum)				33,553	34,224	34,895	35,566	36,237	36,908
Increment (each per annum)				34,193	34,877	35,561	36,245	36,928	37,612
Unclassified Members of Police Department Assigned to Detective Duty							· · · · · ·		•
Patrolman (each per annum) Patrolman entitled to Educational				28,931	29,510	30,088	30,667	31,245	31,824
Increment (each per annum)				29,571	30,162	30,754	31 ,3 45 .	31,937	32,538
Police Sergeant (each per annum)				30,780	31 ,39 6	110,28	32,627	33,242	33,858
Increment (each per annum)				31,420	32,048	32,677	33,305	33 , 934	34,562
Police Lieutement (each per armum)				32,629	33,282	33 , 934	34,587	35,239	35,892
Increment (each per annum)		,		33,269	33,934	34,600	35,265	35,931	36,596
Police Captain (each per annum)				34,479	35,169	35,858	36,548	37,237	37,927
Increment (each per annum)	:-			35,119	35,821	36,524	37,226	37,929	38,631

July 1, 1987 - December 31, 1987

Salary or Salary Range Minimum 1st step 2nd step 3rd st 20,127 23,174 26,221	lary Range 3rd step 26,221	Maximum 4th step 29,268 29,908	After 5 Years of Service 29,853 30,506	After 5 After 10 / Years of Years of 1 Service Service S 29,853 30,439 30,506 31,104	After 15 Years of Service · 31,024	After 15 After 20 After 25 Years of Years of Years of Service Service Service 31,024 31,609 32,195	After 25 Years of Service 32,195
		29,268 29,908	Service 29,853 30,506	Service 30,439 31,104	Service · 31,024	Service 31,609	Service 32,195
	%, 221	29,268 29,908	29,853 30,506	30,439	31,004	· 31,609	•
		29,908	30,506	31,104	31.702	3	
					1	TT, 32	32,899, ·
•		31,200	31,824	32 ,4 82	33,072	33,696	34,320
٠.		31,840	32,477	33,114	33,750	34,387	
		33,132	33,795	34,457	35,120	35,783	
		33,772	34,447	35,123	35,798	35,474	37,149
·		35,063	35,764	36,466	37,167	37,868	38,569
.•		35,703	36,417	37,131	37,845	33,559	39,273
						0.00 at 1.00 B 1	ve .
		30,233	30,838	31,442	32,047	32,652	33,256
		30,873	31,490	301°28	32,725	31,343	. 33,960
		32,165	32,808	33,452	34,095	34,738	35 ,382
		32,805	33,461	34,117	34,773	35,429	36,086
		34,097	34,779	35,461	36,143	36,825	37,507
		34,737	35,432	36,136	36 ,821 ·	37,516	38,211
		36,031	. 36,752	37,472	38,193	38,913	39,634
		36,671	37,404	. 38,138	38,871	39,605	40,338
			31,840 33,132 35,063 35,703 30,873 30,873 32,165 32,805 34,097 34,737 36,671		32,477 33,785 35,784 36,417 31,490 32,838 33,461 33,461 37,464	32,477 33,114 33,795 34,457 34,447 35,123 35,764 36,466 36,417 37,131 30,838 31,442 31,490 32,108 32,808 33,452 33,461 34,117 34,779 35,461 36,752 37,472 37,404 38,138	32,477 33,114 33,750 3 33,795 34,457 35,120 3 34,447 35,123 35,798 3 35,764 36,466 37,157 3 36,417 37,131 37,845 3 30,838 31,442 32,047 3 31,490 32,108 32,725 3 33,461 34,117 34,773 3 35,432 36,126 36,821 3 37,404 38,138 38,871 3